

Self-service display plan compliance will be determined by an RJR Representative and payment will be made at the end of each calendar quarter by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a prorated basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from invoices due RJR.

This contract will remain in effect until terminated upon notice by either party, or until superseded by a new contract between both parties. In event of failure of performance by retailer, this contract may be terminated by RJR.

This offer is extended pursuant to RJR's general display plan. In the judgement of the Company, it is made available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contract RJR for alternative package display programs.

The undersigned retailer hereby affirms the understanding that RJR only furnished self-service carton merchandisers pursuant to the terms and conditions of RJR's carton shelf plan and also affirms retailer's agreement that:

bol(1); dit one of several carton shelf plans must be selected and is to explain videorecording, storage and video format, and how similar attributes

(2) RJR brands shall exclusively occupy a minimum of the top shelves on the primary merchandisers and the top shelf on additional merchandiser(s), if applicable, at all times for the life of the merchandiser(s) furnished by RJR.

**PAYMENT CALCULATION:** C 0 3 4 x \$ 2.60 = \$ 88.40  
Vol. Cat. Total Rows Row Rate Monthly Payment

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the RJR Self-Service Carton Shelf Plan Contract or to utilize in any way the merchandiser(s) furnished by RJR.

If you wish to accept this offer, please sign and date and return the original to your RJR Representative.

Store Name Village Super Shop BJB Account number 401068

Street Address 4 VALLEY HAZA BJR Territory Number 622803

City/State Orlando FL

Call Classification K04 Branch (If chain)

**CIGARETTE VOLUME CATEGORY:** 100's 90's 80's 70's 60's 50's 40's 30's 20's 10's 5's 0's

A	B1	B	C	D
100-199	200-224	225-299	300-499	500+

Plan	List Plan(s) Selected	Total Quarterly Dollar Amount
CXXX	1	\$ 265.20

\_\_\_\_\_ \$

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

10/10/2023 11:51 AM  
 Total \$ 265.20

1/1/2020 11:11 AM

Retailer's Signature [Signature]

*(Signature)*

Date Contract Signed \_\_\_\_\_

**R. J. REYNOLDS TOBACCO USA**

BY Charles J. [Signature]

Is your organization a corporation, government agency, or tax exempt? (yes/no)

4. ENTER YOUR TIN IN THE APPLICABLE SPACE PROVIDED. Individual Documentation

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Partnership: \_\_\_\_\_

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# R. J. REYNOLDS TOBACCO USA

## SELF-SERVICE 1 CARTON SHELF PLAN CONTRACT FOR R. J. REYNOLDS TOBACCO USA'S 6-SHELF, 7-SHELF AND GONDOLA MERCHANDISERS

R. J. Reynolds Tobacco USA ("RJR") is pleased to announce the following shelf plans effective January 1, 1988, for all retail stores displaying cigarette cartons self-service, using merchandiser(s) supplied by RJR or a combination of RJR merchandiser(s) and/or retailer shelving, as approved by the RJR Representative. These shelf plans are available to all retailers operating stores which sell cigarettes primarily by the carton.

### MONTHLY PAYMENT PER STORE

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

#### SEQUENTIAL ORDER OF SPACE WHEN DESIGNATING RJR ROWS:

- (1) Top two shelves on the primary merchandiser and top shelf(s) on additional merchandiser(s).
- (2) Second shelf(s) on additional merchandiser(s).
- (3) Lower shelf(s) on additional merchandiser(s), excluding bottom.

Monthly Payment Calculation Grid			
Vol. Cat.	Cigt. Volume	Per Row Payments	RJR Maximum Rows Paid For
A	100-199	\$0.60 Per Row	46 RJR Rows
B1	200-224	\$1.50 Per Row	66 RJR Rows
B	225-299	\$2.00 Per Row	66 RJR Rows
C	300-499	\$2.60 Per Row	100 RJR Rows
D	500+	\$3.00 Per Row	120 RJR Rows

#### RJR SPACE AND ROW REQUIREMENTS BY MERCHANDISER TYPE:

- **6-Shelf RJR Merchandiser(s)**
    - In operating areas where RJR share of market is 30% or more, RJR's minimum space is the top two (2) shelves exclusively.
    - In operating areas where RJR share of market is less than 30%, RJR's minimum percentage of rows required is not less than RJR's share of market for the operating areas. In no instance will RJR's rows be less than 25% of the total rows available.
  - **7-Shelf RJR Merchandiser(s)**
    - In all operating areas, RJR's minimum space is the top two (2) shelves exclusively on all 7-shelf carton merchandiser(s) supplied by RJR.
  - **Retailer Shelving**
    - Minimum RJR rows required is 30% of total rows available.
    - Maximum RJR rows allowed is 40% of total rows available.
- Exception:** In operating areas where RJR share of market is less than 30%, RJR's minimum percentage of rows required must not be less than RJR's share of market for the operating area. In no instance will RJR's rows be less than 25% of the total rows available on all carton merchandiser(s) approved by RJR.

#### GENERAL REQUIREMENTS:

- **Row Definitions for RJR Merchandisers and Retailer Shelves**
  - 2 1/2' Shelf = 8 Rows - All Other Retailer Shelves
  - 3' Shelf = 9 Rows - compute 3 Rows per horizontal
  - 4' Shelf = 13 Rows - linear foot.
- RJR brands must occupy the entire top shelf(s) exclusively, i.e., no partial shelf(s), on the primary RJR merchandiser(s) and additional merchandiser(s).
- All RJR rows must be in a forward facing position and occupy the entire depth of the shelf(s).
- All designated RJR top shelf rows must be stocked no less than seven cartons high. Additional designated RJR lower shelf rows must be stocked no less than five cartons high.
- On all RJR approved retailer merchandiser(s), the maximum height from the floor to the top carton on the merchandiser(s) is 80".
- RJR reserves the right to plan-o-gram, adjust and divide its allocated space as deemed necessary by the RJR Representative.
- Qualifying merchandiser(s) must have a minimum of four shelves and a maximum of seven shelves. Merchandiser(s) supplied by RJR may not be altered or modified in any way to change the configuration (capacity, height, width or depth), except by an authorized RJR Representative.
- The plan selected and capacity allocated for the display of RJR's products must not at any time be reduced from that capacity originally agreed upon at the time of contract signing.
- All retailer shelves must be equal in length.
- Retailer shelves on which RJR brands are displayed must be adjusted to heights equal to the top two shelves of the primary merchandiser(s).
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be affixed or appended to the merchandiser(s) and/or retailer shelves and/or security equipment. RJR shall have exclusive rights to the advertising space above the merchandiser(s) and retailer shelves, although retailer may alternatively use said space for non-tobacco advertising.
- RJR will supply a customer sign on selected RJR merchandisers for the exclusive use by the retailer. The advertising copy will be changed periodically to coincide with RJR's current advertising.
- In the event that additional merchandising space is required for displaying cartons of cigarettes, RJR brands will occupy their proportionate space, which is equal to the present RJR contract in effect.
- Only one plan may be selected by any retail store.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.

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